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# SALE PROSPECTUS

382,000,000 Feet National Forest Timber

Four Mile Creek and Bear Creek Units

Crater and Paulina National  
Forests, Oregon



ISSUED BY  
THE DISTRICT FORESTER  
PORTLAND, ORE.

8-1577

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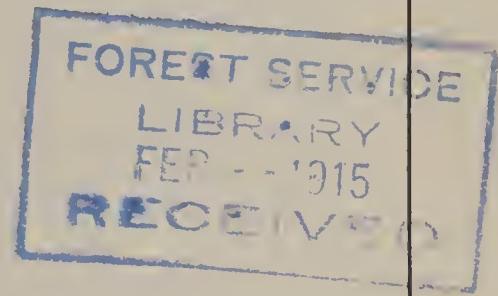
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Crater and Paulina National  
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# Sale Prospectus

## 382,000,000 Feet of Timber on the Crater and Paulina National Forests

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### UNIT I.

#### FOUR MILE CREEK.

#### AREA, LOCATION AND ACCESSIBILITY.

Unit I is a tract of 7120 acres on the watersheds of Four Mile, Lost and Woods creeks, within the Crater National Forest. It is located in portions of Secs. 11, 24 and 25, all of Secs. 1, 12 and 13, T. 36 S., R. 5 E., W. M., unsurveyed; portions of Secs. 31 and 33, all of Sec. 32, T. 35 S., R. 6 E., W. M., surveyed; portions of Secs. 4, 7, 8, 9, 18, all of Secs. 5 and 6, T. 36 S., R. 6 E., surveyed, within the Crater National Forest.

The tract is located on the west side of Upper Klamath Lake, about thirty miles north of Klamath Falls, which is located on the branch of the Southern Pacific running to Weed, California.

#### ESTIMATE.

The estimated stand to be cut in feet B. M. log scale is:

82,000,000	of western yellow pine
2,880,000	of sugar pine
110,000	of lodgepole pine
10,000	of western white pine

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Total, 85,000,000 ft. B. M. live and dead saw timber.

There is also an unestimated amount of sawtimber of other species which is removable at the option of the purchaser.

#### QUALITY.

The pine is of good average quality and is estimated to grade 25% No. 1 logs, 23% No. 2 logs, and 52% No. 3 logs.

#### LOGGING CONDITIONS.

The main portion of the sale area lies on the south slope of Pelican Butte. The elevation on the south boundary of the sale area is 4200 feet, and at the north boundary 5800 feet, a rise of 1600 feet in 2½ miles. The surface is not

badly broken, but is very rocky and contains many rock slides. It is estimated that on 50% of the area steam logging will be necessary.

The investment costs on this operation will vary greatly with the size of the plant and rate of logging.

#### **COST OF LOGGING.**

It is estimated that the tract can be logged for about \$5.50 per M.

#### **GENERAL.**

This unit is being advertised at the same time as Unit II, but the tract is more suitable for a small or medium-sized operation than Unit II.

### **UNIT II.**

#### **BEAR CREEK.**

#### **LOCATION.**

This unit includes 17,560 acres on the watershed of Bear Creek, in portions of Sec. 24, and all of Sec. 25, T. 28 S., R. 6½ E., W. M., unsurveyed; all of Secs. 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35 and 36, T. 29 S., R. 6½ E., W. M., unsurveyed; all of Secs. 1, 2, 3, 10 and 11, and portions of Secs. 12, 14 and 15, T. 30 S., R. 6½ E., W. M., unsurveyed; all of Secs. 5 and 6, and portions of Secs. 7 and 8, T. 30 S., R. 7 E., W. M., unsurveyed, within the Paulina National Forest, Oregon.

#### **ACCESSIBILITY.**

From Weed, California, on the main line of the Southern Pacific a branch line extends 127 miles to Kirk, passing through Klamath Falls at a distance of 86 miles from Weed. Klamath Lake is about two miles below Upper Klamath Lake. The east shore of Klamath Lake, along which the railroad runs, offers many good locations for sawmills. Climatic conditions are such that milling operations can be carried on ten to eleven months a year, and the period for air seasoning of lumber extends from May to October.

The permanent location survey of the Southern Pacific extends due north from Kirk to a distance ranging from 3½ to 4½ miles east of the eastern boundaries of the unit.

The timber under consideration is the northernmost unit, comprising about three-fifths of the volume of a large block located between the Crater Lake, National Park on the west and the Klamath Indian Reservation on the east.

### **ESTIMATE.**

The estimated stand to be cut in feet B. M. log scale is:

290,000,000 of western yellow pine

4,000,000 of sugar pine

3,000,000 of lodgepole pine

50,000 of western white pine

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297,050,000 ft. B. M. of live and dead sawtimber

There is also a very small amount of sawtimber of other species which is removable at the option of the purchaser.

### **QUALITY.**

The stand is largely of pure yellow pine varying moderately in density and considerably in quality. It is estimated that 70% of the stand is over-mature, and there is some evidence of dry rot and pitch butts. It is estimated that the pine will grade by volume 26% No. 1 logs, 17% No. 2 logs, and 57% No. 3 logs.

### **LOGGING CONDITIONS.**

The topography of this unit may be described as a smooth plain, slightly broken by a small creek, a few minor dry ravines and slight depressions. The topography of the entire area is such that logging plans will be of the simplest nature. The soil is a fine pumice, free from rock.

### **INVESTMENT.**

The following are estimates of initial items of investment:

Tap line railroad 3½ miles.....	\$ 21,800
Logging railroad inside boundary.....	48,100
Railway equipment .....	23,300
Logging equipment .....	34,300
Camps, etc. .....	5,600
Milling plant .....	246,000

It is estimated that the average investment for an eight-year operation in logging and milling plants would be \$340,000.

### **COST OF LOGGING.**

The cost of logging the tract will, on account of smooth topography and surface and absence of brush, be low. The total cost is estimated at \$3.50 per M feet B. M.

### **MARKET.**

The most available market for the lower grades of lumber is found in California, while the upper grades will go into the general Eastern market.

## **GENERAL INFORMATION ON BOTH UNITS.**

The sample contract given below is framed to cover the sale of both units to one purchaser, with a twelve-year cutting period and two additional years for construction work. Bids will be received on both units or on either separately. The provisions of the contract in regard to total time of removal, periodic cuts and payments may be modified, especially if either unit is sold separately. A maximum cutting period of sixteen years will be allowed a purchaser of both tracts with a provision for a complete reappraisal of timber remaining uncut at the end of twelve years. If Unit I is sold alone a maximum time of nine years will be allowed, and if Unit II is sold alone a maximum time of twelve years will be allowed. Necessary time for construction work will be allowed on each unit.

## **MARKING.**

The aim in the marking of the timber will be to remove the mature pine timber and reserve the young thrifty trees for seed and a future crop. It may sometimes be necessary to reserve mature pine trees for seed trees, but the contract provides that not less than 82% of the pine stand over twelve inches in diameter shall be marked for cutting.

On Unit I there is a considerable amount and on Unit II a small amount of Douglas fir, white fir and other species. This will be marked and removed at the option of the purchaser.

## **FINANCIAL STATEMENT.**

Before the timber is awarded the successful bidder will be required to submit a satisfactory statement of financial ability to fulfil the terms of the agreement. Purchasers must furnish a statement of assets certified by the Secretary or Treasurer of the Company which shows unenumerated liabilities equivalent to at least 30% of the total amount of fixed investments and working capital, to put the operation on a producing basis of not less than 60% of its estimated average capacity. Or subscribed capital may be furnished as an asset when 15% of the required assets are available in cash, equipment or improvements, and the remainder is satisfactorily guaranteed by the subscribers to be paid in before cutting begins.

The Bear Creek Unit is located on the Paulina National Forest, but the tract is under the administration of the Supervisor of the Crater National Forest, Medford, Oregon.

Detailed maps of the area can be inspected and information in regard to sales can be obtained at the office of the Forest Supervisor, Medford, Oregon, or of the District Forester, Portland, Oregon.

The following form of advertisement is now running in several publications:

382,000,000 FEET  
NATIONAL FOREST TIMBER  
FOR SALE

**AMOUNT AND SPECIES**—Unit 1, 85,000,000 feet B. M., more or less, of western yellow pine, sugar pine, lodgepole pine and western white pine timber, approximately 96 per cent western yellow pine.

Unit 2, 297,000,000 feet B. M., more or less, of same species, approximately 97 per cent western yellow pine.

On both units there is an unestimated amount of other species, the removal of which is optional with the purchaser.

**LOCATION**—Unit 1: Within the Crater National Forest, Oregon, in Twp. 35 S., R. 6 E., and Twp. 36 S., Rs. 5 and 6 E., W. M., on Four Mile, Lost and Woods creeks.

Unit 2: Within the Paulina National Forest, Oregon, in Twps. 28, 29 and 30 S., R. 6½ E., and Twp. 30 S., R. 7 E., W. M., on Bear Creek watershed.

**STUMPAGE PRICES**—Lowest rates considered for Unit 1, \$3.00 per M. for western yellow pine, sugar pine, lodgepole pine, and western white pine, and \$0.50 per M. for other species;

Unit 2, \$3.25 per M. for western yellow pine, sugar pine, lodgepole pine and western white pine, and \$0.50 per M. for other species.

Rates to be readjusted on January 1, 1920, and every three years thereafter.

**DEPOSIT**—With bid on Unit 1, \$5,000; on Unit 2, \$20,000, to apply on purchase price if bid is accepted, or refunded if bid is rejected. Ten per cent may be retained as forfeit if the contract and bond are not executed within the required time.

**FINAL DATE FOR BIDS**—Sealed bids will be received on either or both units by the District Forester, Portland, Oregon, up to and including April 10, 1915. The time for receiving bids on either unit may be extended sixty days upon the request of responsible parties desiring additional time for the examination of the timber, or for other reasons in the discretion of the Forester.

The right to reject any and all bids is reserved.

Before bids are submitted full information concerning the character of the timber, conditions of sale, deposits, and the submission of bids should be obtained from the District Forester, Portland, Oregon, or the Forest Supervisor, Medford, Oregon.



The form of contract purchasers will be required to execute is as follows:

**United States Department of Agriculture Forest Service  
Timber Sale.**

**CRATER AND PAULINA NATIONAL FORESTS**

November 4, 1914

**DESCRIPTION OF TIMBER.**

**Area and  
Location of  
Unit 1**

We, the.....of....., State of....., hereby agree to purchase in accordance with our bid submitted in pursuance of the notice of sale of certain timber in the Crater and Paulina National Forests duly given by publication as required by law, all the merchantable dead timber standing or down, and all the live timber marked for cutting by a Forest Officer located on an area described as Unit One (1) comprising about 7,120 acres to be definitely designated by a Forest Officer before cutting begins on the watersheds of Four Mile Creek, Lost Creek and Woods Creek in portions of Secs. 11, 24 and 25, all of Secs. 1, 12 and 13, Twp. 36 S., R. 5 E., W. M., unsurveyed; portions of Secs. 31 and 33, all of Sec. 32, Twp. 35 S., R. 6 E., W. M., surveyed; portions of Secs. 4, 7, 8, 9, 18, all of Secs. 5 and 6, Twp. 36 S., R. 6 E., surveyed, within the Crater National Forest, bounded approximately as follows:

**Boundaries  
of Unit 1**

Beginning at the west quarter corner of Sec. 30, Twp. 36 S., R. 6 E., W. M., surveyed, thence west about 20 chains; thence north about 20 chains; thence west about 20 chains; thence north about 100 chains to the south quarter corner of Sec. 13, Twp. 36 S., R. 5 E., W. M., unsurveyed; thence west about 40 chains; thence north about 80 chains; thence west about 40 chains; thence north about 60 chains; thence north 64 degrees east about 45 chains, to the southwest corner of Sec. 1, Twp. 36 S., R. 5 E., unsurveyed; thence north about 80 chains; thence east about 80 chains to the northwest corner of Sec. 6, Twp. 36 S., R. 6 E., surveyed; thence north about 20 chains; thence east about 40 chains; thence south about 20 chains; thence east about 40 chains; to the northeast corner of said Sec. 6; thence north about 80 chains, to the northwest corner of Sec. 32, Twp. 35 S., R. 6 E., surveyed; thence east about 80 chains, to the northeast corner of said Sec. 32; thence south about 20 chains; thence east about 20 chains; thence north about 20 chains; thence east about 60 chains, to the northeast corner of Sec. 33, Twp. 35 S., R. 6 E., surveyed; thence south about two miles to the southeast corner of Sec. 4, Twp. 36 S., R. 6 E., thence west about 40 chains, to the south quarter corner of said Sec. 4; thence north about 20 chains; thence west about

40 chains; thence south about 20 chains, to the southwest corner of said Sec. 4; thence west about 20 chains; thence south about 20 chains; thence east about 40 chains; thence south about 20 chains; thence west about 20 chains to the east quarter corner of Sec. 8, Twp. 36 S., R. 6 E.; thence south about 20 chains; thence west about 60 chains; thence north about 20 chains; thence west about 20 chains to the west quarter corner of said Sec. 8; thence west about 20 chains; thence south about 40 chains; thence east about 20 chains, to the northeast corner of Sec. 18, Twp. 36 S., R. 6 E.; thence south about 40 chains, to the east quarter corner of said Sec. 18; thence west about 80 chains to the west quarter corner of said Sec. 18; thence south about two miles to the point of beginning; as definitely designated on the attached map, which is hereby made a part of this agreement, estimated to be:

**Timber to  
Be Cut on  
Unit I**

82,000,000 feet B. M. of western yellow pine  
2,880,000 feet B. M. of sugar pine  
110,000 feet B. M. of lodgepole pine and  
10,000 feet B. M. of western white pine

**Location and  
Area of  
Unit 2**

85,000,000 feet B. M. of live and dead sawtimber log scale, more or less, and an unestimated amount of sawtimber of other species, and on an area described as Unit Two (2), comprising about 17,560 acres, to be definitely designated by a Forest Officer before cutting begins on the watershed of Bear Creek, in portions of Sec. 24, and all of Sec. 25, Twp. 28 S., R. 6½ E., W. M.; unsurveyed; all of Secs. 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35 and 36, Twp. 29 S., R. 6½ E., W. M., unsurveyed; all of Secs. 1, 2, 3, 10 and 11, and portions of Secs. 12, 14 and 15, in Twp. 30 S., R. 6½ E., W. M., unsurveyed; all of Secs. 5 and 6, and portions of Secs. 7 and 8, Twp. 30 S., R. 7 E., W. M., unsurveyed, within the Paulina National Forest, bounded approximately as follows:

Beginning 20 chains north of the southwest corner of Sec. 9, Twp. 30 S., R. 7 E., W. M., thence west about 117 chains, thence in a northwesterly direction about 40 chains; thence in a westerly direction about 20 chains; thence in a southwesterly direction about 30 chains; thence south about 28 chains; thence west about 115 chains, to Bear Creek; thence up Bear Creek about 99 chains to the Crater Lake National Park boundary; thence north along the east boundary of the Crater Lake National Park about six miles and 46 chains to the northeast corner of the said National Park; thence west along the National Park boundary about 14 chains; thence north about two miles; thence east about two miles; thence north about 115 chains to the south side of Cottonwood Creek; thence in a southeasterly direction about 100 chains following the south side of Cottonwood Creek; thence south about 6¾ miles to the northwest corner of Sec. 6, Twp. 30 S., R. 7 E.; thence east along the township line about two miles to the west boundary of the Klamath Indian Reservation; thence south along the Indian Reservation line about 1¾ miles to the place of beginning, as

**Timber to Be  
Cut on Unit 2**

**Cutting and  
Removal of  
Inferior  
Species**

**Installments**

**Readjust-  
ments**

definitely designated on the attached map, which is hereby made a part of this agreement, estimated to be:

290,000,000 feet B. M. western yellow pine  
4,000,000 feet B. M. sugar pine  
3,000,000 feet B. M. lodgepole pine  
50,000 feet B. M. white pine, a total of

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297,050,000 feet B. M. of live and dead sawtimber log scale, more or less, and an unestimated amount of sawtimber of other species.

It is agreed that on both Units the cutting and removal of other species than western yellow pine, sugar pine, lodgepole pine and white pine shall be at the option of the purchaser.

**PAYMENTS.**

We do hereby, in consideration of the sale of this timber to us, promise to pay to the Lumbermen's National Bank of Portland, Oregon, (United States depository) or such other depository or officer as shall hereafter be designated, to be placed to the credit of the United States, the sum of One Million, Two Hundred Twenty-one Thousand, Eight Hundred and Seventy-five Dollars (\$1,221,875), more or less, as may be determined by the actual scale, measure, or count, in advance payments of not less than Twenty-five Thousand Dollars (\$25,000.00) and not more than Forty Thousand Dollars (\$40,000.00) each when called for by the Forest Officer in charge, except just in advance of the completion of the sale or of a period when cutting operations will be suspended for at least three months, when the size of the payment will be designated in writing by the Forest Supervisor, credit being given for the sums, if any, heretofore deposited with the said United States depository or officer in connection with this sale, for all timber cut on Unit I prior to January 1, 1920, at the rates of

\$3.00 per M. feet B. M. for western yellow pine, lodgepole pine, sugar pine and white pine, and

\$.50 per M. feet B. M. for all other species; and for all timber cut on Unit II prior to January 1, 1920, at the rates of

\$3.25 per M. feet B. M. for western yellow pine, lodgepole pine, sugar pine and white pine, and

\$.50 per M. feet B. M. for all other species.

For all timber cut on or after January 1, 1920, and prior to January 1, 1923, at such rates as shall be designated by the Forester on December 31, 1919:

For all timber cut on or after January 1, 1923, and prior to January 1, 1926, at such rates as shall be designated by the Forester on December 31, 1922:

For all timber cut on or after January 1, 1926, at such rates as shall be designated by the Forester on December 31, 1925:

**Agreed Base  
Value**

(a) The rates designated by the Forester on each of the foregoing dates shall be fixed in consideration of current operating conditions and markets in the Southern Oregon and Northern California region, including the operations of the purchaser, and after the purchaser has been given a hearing, but any increase in the rate for any species fixed on any date, over the rate for such species given above, shall not exceed 50 per cent of the increase in the average lumber value, of such species during the three years preceding, as compared with the average lumber value specified herein.

(b) For the purposes of this contract it is agreed that the average lumber value per thousand feet board measure of timber similar to that included in this sale at the date of execution hereof, in the Southern Oregon and Northern California region, is fixed for western yellow pine, sugar pine, white pine and lodgepole pine by the following grades, prices and weights, such grades being now defined in the grading rules of the California Sugar and White Pine Company, issued on March 1, 1911, a copy of which has been made a part of this contract.

<b>GRADES</b>	<b>PRICES</b>	<b>WEIGHT POINTS</b>
No. 1 and 2 Clear, all dimensions....@\$35.50	4	\$ 1.42
C Select and Export Clear, all dimensions .....	@ 32.50	4 1.30
No. 3 Clear, all dimensions.....@ 30.50	3	.915
C Select, all dimensions.....@ 26.25	3	.787
No. 1 Shop, 5/4" to 10/4" thick, all widths and lengths.....@ 25.25	7	1.768
No. 2 Shop, 5/4" to 10/4" thick, all widths and lengths .....	@ 16.25	13 2.112
No. 1 Common, all dimensions.....@ 20.25	2	.405
No. 1 Box, all dimensions.....@ 12.15	64	7.776
Average lumber value.....		\$16.48

It is further agreed that for the purposes of this contract the average mill-run wholesale net price per thousand feet B. M. prevailing at the date of execution hereof, f. o. b. cars at the mills operating in the Southern Oregon and Northern California region, is Fourteen Dollars (\$14.00) for Douglas fir, white fir, Shasta fir and incense cedar.

(c) The Forester shall ascertain the average lumber value per thousand feet board measure of each species, for timber of similar quality, prevailing during the three calendar years preceding each of the dates above specified for readjustment of stumpage prices. Such average lumber value for western yellow pine, sugar pine, lodgepole pine and white pine shall be obtained by use of the grades and weights specified above and prevailing prices for each designated grade.

If the designation or specifications of any lumber grade named in this section are changed prior to any readjustment

**Stumpage  
Rates of  
Products in  
Forms Other  
Than Lumber**

**Readjust-  
ment to Meet  
Market Con-  
ditions**

date, or in case of any question affecting such grades or specifications, the Forester shall determine upon an equitable basis and employ in establishing the average lumber value as contemplated by this section, the current grades or specifications which conform most closely with those designated herein, and which most truly represent such average lumber value.

(d) Any grade or other prices used by the Forester to determine the average lumber value of any species shall be wholesale net prices after allowance has been made for freight adjustments, but without deduction for discounts or commissions, such prices to be obtained in actual sales in the Southern Oregon and Northern California market.

But in case of any question as to what prices shall be used or what items of cost or return shall be considered therein, the Forester shall determine upon and use such prices as will, in his judgment, upon an equitable basis, establish the average lumber value of the species as contemplated by this section.

(e) If any material cut under this agreement is manufactured or sold by the purchaser in other forms than those specified herein, the Forester may, upon the next readjustment date, establish a special stumpage rate for each class of material so manufactured or sold during the succeeding period, which rate, in accordance with the ratio per thousand board feet currently used by the Forest Service, shall be not less than the initial stumpage price fixed herein, and shall allow the purchaser an equitable profit under current selling prices and costs of production in the region defined above.

(f) It is further agreed that the Secretary of Agriculture will, upon written application from the purchaser showing good and sufficient reasons therefor and specifically the existence of a serious emergency arising from changes in market conditions since the last readjustment, at his option, when action of either character is necessary to relieve the purchaser from hardship, either

(1) Redetermine and establish the stumpage rates and designate a date when the rates as redetermined shall be effective, which date shall be within six (6) months of the date of application; or

(2) Grant an extension of time within which the respective amounts of timber specified in Section 2 shall be removed, not to exceed the total period allowed for cutting all the timber.

Any stumpage rates readjusted upon application to the Secretary shall be determined in accordance with the methods and under the terms above set forth, except as to the time for which average lumber values are taken, and shall apply only during the remainder of the period then current when the rates shall be regularly readjusted.

(g) In no event, however, will the stumpage rates for products from material whose utilization is required by this agreement as established upon any date above named, or upon



Some of the good timber on the Bear Creek Unit.  
Photo taken in Sec. 6, Twp. 30 S., R. 7 E.





Average density and quality of the timber on Bear Creek Unit.  
Photo taken in Sec. 11, Twp. 30 S., R. 6½ E.



Timber below the average in quality and size on the Bear Creek Unit.



**Modifica-  
tions at Time  
of Readjust-  
ment**

application from the purchaser be less than those specified herein to be paid for timber cut prior to January 1, 1920.

It is further agreed that at the date of any readjustment of stumpage prices the Forester may require such modifications in the sections numbered 5, 7, 8, 9, 13, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 in this agreement as are necessary in his judgment to protect the interests of the United States. Such modifications shall be limited to requirements contained in current timber sale contracts in Southern Oregon and Northern California, and shall be practicable under the existing equipment and organization of the purchaser. Any additional operating costs entailed by such modifications, as ascertained by the Forester, shall be deducted from the readjusted stumpage prices.

And we further promise and agree to cut and remove said timber in strict accordance with the following conditions:

**Cutting  
Period**

Sec. 1. The cutting and removal of timber under this agreement for sale will begin not later than January 1, 1917, and, unless extension of time is granted, will be completed not later than December 31, 1928.

**Periodic Cuts**

See. 2. Unless such amounts are reduced in writing by the Forester, at least 15,000,000 feet B. M. will be cut prior to January 1, 1918; at least 95,000,000 feet B. M. will be cut prior to January 1, 1920; and at least 190,000,000 feet B. M. will be cut prior to January 1, 1923; and at least 285,000,000 feet B. M. will be cut prior to January 1, 1926.

**Timber on  
Claims**

Sec. 3. Timber upon valid claims and all timber to which there exists valid claim under contract with the Forest Service is exempted from this sale.

**Title to  
Timber**

See. 4. The title to all timber included in this agreement will remain in the United States until it has been paid for, and scaled, measured, or counted, as herein provided.

**Timber to Be  
Cut**

**MARKING.**

See. 5. Timber will be marked for cutting as follows: It is agreed that the sale includes all the merchantable dead timber standing and down on the areas designated for cutting by the Forest Officer, and not less than 82 per cent by volume of the total stand of merchantable live pine timber in trees 12 inches and over in diameter at a point 4½ feet above the ground on such designated areas, to be marked for cutting by the Forest Officer in charge.

## CUTTING.

**No Cutting  
Before Pay-  
ment**

Sec. 6. No timber will be cut until paid for, or removed from the place or places agreed upon for sealing until sealed, measured, or counted by a Forest Officer.

**Stump  
Height and  
Top  
Diameter**

Sec. 7. All cutting will be done with a saw when possible; stumps will be cut so as to cause the least possible waste, and not higher than 18 inches on the side adjacent to the highest ground, except in unusual cases, when in the discretion of the Forest Officer in charge, this height is not considered practicable; all trees will be utilized to as low a diameter in the tops as possible so as to cause the least waste, and to a minimum diameter of eight inches when merchantable, in the judgment of the Forest Officer in charge. The log lengths will be varied so as to make this utilization possible.

**Defective  
Timber**

Sec. 8. All defective trees containing one or more merchantable logs equal in volume to one-fourth ( $\frac{1}{4}$ ) the total volume of the tree will be cut, if required by the Forest Officer, and the merchantable portion utilized by the purchaser. Material unmerchantable in the judgment of the Forest Officer under the terms of this contract may be butted off.

**Snags**

Sec. 9. In order to check the spread of forest tree diseases and to eliminate snags which constitute a fire menace, we agree to cut all live diseased trees marked for cutting, and all snags 25 feet and over in height upon the sale area. Such trees or snags after felling will be opened up sufficiently to satisfy the Forest Officer in charge of their condition, and any portions thereof which are merchantable, in the judgment of the Forest Officer in charge, will be paid for, scaled and removed.

**Penalty for  
Carelessness  
and Waste**

Sec. 10. Unmarked live trees which are cut, or injured through carelessness, and marked trees left uncut, will be paid for at double the current price for the class of material which they contain fixed in accordance with the terms of this agreement. Timber wasted in tops, stumps, and any timber merchantable, according to the terms of this agreement, which is cut and not removed from any portion of the cutting area when operations on such portion are completed, or before this agreement expires or is otherwise terminated, will be paid for at the current price for such material. The amounts herein specified will be regarded as liquidated damages and may be waived in the discretion of the Forest Officer in charge in accidental or exceptional cases which involve small amounts of material. Any timber remaining on the sale area at the expiration or termination of this agreement, for which payment as herein specified has been made to the United States, may be removed within six (6) months from such date of expiration or termination.

<b>Scale Rule</b>	See. 11. Timber will be scaled by Scribner Decimal C log rule, or counted or measured as prescribed by the Forester, or as specifically provided for in this agreement. Logs will be scaled at the small end on the average diameter inside bark taken to the nearest inch.
<b>Scaling Length</b>	See. 12. The maximum scaling length of saw logs will be sixteen (16) feet; greater lengths will be scaled as two or more logs, if possible, in lengths of not less than 12 feet. Upon all logs an additional length of four (4) inches will be allowed for trimming. Logs overrunning the specified allowance for trimming will be scaled not to exceed the next foot in length.
<b>Merchantable Saw Logs</b>	See. 13. All western yellow pine, lodgepole pine, sugar pine and white pine saw logs are merchantable under the terms of this agreement, which are not less than 10 feet long and at least eight inches in diameter inside the bark at the small end, and after deductions for visible indications of defect scale not less than 33 1/3 per cent of their gross scale; and all logs of other species are merchantable under the terms of this agreement, which are not less than 12 feet long and at least eight inches in diameter inside the bark at the small end, and after deductions for visible indications of defect scale at least 50 per cent of their gross scale. Logs unmerchantable on account of defects may be removed without charge, at the option of the purchaser.
<b>Place of Scaling</b>	See. 14. The sealing of logs will be done at the landing or wherever the Forest Officer finds it most practicable without interfering unnecessarily with the logging operations.
<b>Checks on Scale</b>	See. 15. Upon request to the Forest Officer, the purchaser will be furnished with the total scale of any 100 or more logs, and if practicable, sealing will be done in such a manner that the purchaser may obtain a scale of the logs removed each month.
<b>Yellow Pine Ties</b>	See. 16. If western yellow pine timber suitable for sawtimber in the judgment of the Forest officer is cut into ties, it will be sealed and paid for at the same rate as if used for sawtimber.
<b>Method of Logging</b>	See. 17. This agreement is intended to provide for logging in the woods by means of animals and by steam or electric ground skidding. Any other method of logging may be employed only with the written consent of the Forester and under such conditions and restrictions as he may require. If steam ground skidding is used it shall be employed under such restrictions and with such precautions as may be considered necessary by the Forest Supervisor to insure the protection of unmarked trees and young growth.

## **SCALING.**

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## **LOGGING.**

See. 17. This agreement is intended to provide for logging in the woods by means of animals and by steam or electric ground skidding. Any other method of logging may be employed only with the written consent of the Forester and under such conditions and restrictions as he may require. If steam ground skidding is used it shall be employed under such restrictions and with such precautions as may be considered necessary by the Forest Supervisor to insure the protection of unmarked trees and young growth.

**Damage to  
Young  
Growth**

Sec. 18. No unnecessary damage will be done to young growth or to trees left standing, and no trees will be left lodged in the process of felling. Unmarked trees which are badly damaged in logging will be cut if required by the Forest Officer in charge.

**Plan of Log-  
ging Opera-  
tions—  
Acceptance  
of Cut-over  
Areas**

Sec. 19. As far as may be deemed necessary for the protection of National Forest interests, the plan of logging operations on the respective portions of the sale area will be approved by the Forest Officer in charge. When operations are begun on any natural logging area, the cutting on that area will be fully completed to the satisfaction of the Forest Officer in charge before cutting may begin on other areas, unless written permission is given by the Forest Officer in charge to begin cutting on a different area, with the requirement that cutting will be completed on the area left unfinished as soon as practicable. After decision in writing by the Forest Officer in charge that the purchaser has complied satisfactorily with the contract requirements as to specified areas, the purchaser will not be required to move back upon or do additional work on such areas.

**Protection,  
Repair of  
Telephone  
Lines, etc.**

Sec. 20. All telephone lines crossing the sale area will be protected as far as possible in logging operations, and will be repaired immediately by the purchaser if injured; all roads and trails traversing the sale area, whose maintenance or repair is considered necessary by the Forest Officer in charge, which are injured or destroyed by logging operations, will be repaired or reconstructed and kept free from obstruction by logs, brush, or debris by the purchaser, as the Forest Officer shall require.

**Rigging**

Sec. 21. No rigging will be slung upon trees not marked or designated for cutting unless absolutely necessary. Where it is necessary to fasten leads, tail holds, or guys on such reserved trees by means of chokers or straps, protection from girdling will be secured by first encircling the tree with suitable poles or blocks of wood, or if this is not found to be sufficient, the use of grab hooks inserted in a single hole in the tree may be required.

**Brush**

Sec. 22. So far as reasonable all branches of logging will keep pace with one another, and in no instance will brush disposal be allowed to fall behind cutting, except when the depth of snow or other adequate reason makes proper disposal impracticable, when the disposal of brush may, with the written consent of the Forest Officer in charge, be postponed until conditions are more favorable.

**Fuel  
Timber**

Sec. 23. Wood taken from tops or from unmerchantable sawtimber necessary for fuel in connection with the logging operations only will be allowed free of charge.

**Logging Improvements**

**Construction Timber**

**Permits for Improvements**

**Sanitation of Camps**

**Assistance in Fire-Fighting**

**OCCUPANCY.**

Sec. 24. Camps, buildings, roads, and all other improvements and structures necessary in the conduct of logging operations will be located and operated as agreed upon with the Forest Officer in charge, provided that the authority of the Forest Officer shall be limited to such regulation as is necessary for the protection of National Forest interests.

Sec. 25. White fir and unmerchantable timber of any species may be used without charge in the construction of buildings, roads and other logging improvements, provided that such improvements will not be removed from the ground where used. All other timber used in the construction of improvements will be paid for at the current price for such material fixed in accordance with the terms of this agreement, except that timber cut for hewn cross ties not over eight feet in length and used in logging operations only will be paid for at the rate of one cent (1c) each for lodgepole pine, Douglas fir, and Shasta fir ties.

Sec. 26. All improvements except those constructed from National Forest timber obtained free of charge, will be removed from National Forest lands within six (6) months after the termination of this agreement, unless permits or easements are secured from the officer of the United States having jurisdiction and in accordance with the Federal laws for their future occupancy and use. If not removed within such time, or further occupancy and use under such permits or easements authorized, they will become the property of the United States.

Sec. 27. The ground in the vicinity of logging camps, mills, stables and other structures will be kept in a clean, sanitary condition; and rubbish will be removed and burned or buried. When camps are moved from one location to another, all debris will be burned or otherwise disposed of, as the Forest Officer in charge shall direct.

**FIRE PROTECTION.**

Sec. 28. During the time that this agreement remains in force we will, independently, do all in our power to prevent and suppress forest fires on the sale area and in its vicinity, and will require our employees and contractors to do likewise. We hereby agree, unless prevented by circumstances over which we have no control, to place our employees at the disposal of any authorized Forest Officer for the purpose of fighting forest fires, with the understanding that unless the fire-fighting services are rendered on the area embraced in this agreement or on an area adjacent to Unit I within two (2) miles of the exterior boundaries of that unit, or on areas adjacent to Unit II in those portions of unsurveyed Twp. 28 S., R. 6 $\frac{1}{2}$  E., south of Cottonwood Creek; Twp. 29 S., R. 6 $\frac{1}{2}$  E., and Twp. 30 S., Rs. 6 $\frac{1}{2}$  and 7 E., within the Crater and Paulina National Forests, not included in the sale areas herein described, we will

**Spark Arresters**

**Fire Equipment**

**Clearing Rights of Way**

**Burning of Refuse Patrol After Locomotives**

**Fire Precautions with Donkey Engines**

be paid for such services at rates to be determined by the Forest Officer in charge, which rates shall be not less than the current rates of pay prevailing in the said National Forests for services of a similar character; **Provided**, That the maximum expenditure for fire-fighting without remuneration in any one calendar year, at rates of pay determined as above, will not exceed \$10,000; and further provided, that if we, our employees, contractors, or employees of contractors are directly or indirectly responsible for the origin of the fire, we will not be paid for services so rendered, nor will the cost of such services be included in determining said maximum expenditure for any calendar year, and further provided, that co-operation in fire-fighting under this clause will not apply to either unit or to areas adjacent to it after logging on that unit has been fully completed.

It is further agreed that except in serious emergencies as determined by the Forest Supervisor, we will not be required to furnish more than 50 men for fighting fires outside of the area above specified, and that our employees will be relieved from fire-fighting on such outside areas as soon as it is practicable for the Forest Supervisor to obtain other labor adequate for the protection of the National Forest.

Sec. 29. During the period from May 1 to October 1 of each year, all locomotives, donkey engines, or other steam power engines will burn oil or will be equipped with spark arresters acceptable to the Forest Officer in charge, with a connected steam force pump with not less than a one-inch discharge, 100 feet of serviceable one-inch fire hose, six 12-quart pails, six shovels, and a constant supply of not less than the equivalent of 12 barrels of water, this equipment to be suitable for fire-fighting purposes, and kept in serviceable condition.

Sec. 30. Whenever necessary, in the judgment of the Forest Officer, the purchaser will clear and keep clear the railroad rights of way of all inflammable material, including snags and dead trees, for a distance of not to exceed 100 feet on each side of the center of main and spur tracks, in such manner and at such times as may be designated by the Forest Officer in charge.

Sec. 31. No refuse will be burned during the period from June 1 to October 1 of each year without the written consent of the Forest Supervisor. During this period the purchaser may be required, in the discretion of the Forest Supervisor, to patrol all railroad tracks after the passage of each locomotive.

Sec. 32. At each setting of each donkey engine or other steam logging contrivance, the ground will be cleared of all inflammable material, including snags and dead trees, for a distance of fifty (50) feet in all directions. From May 1 to October 1 of each year, no donkey engine or other steam logging contrivance in actual use will be left during the noon hour

**Cessation of  
Logging**

without a watchman, and during the same period of each year the purchaser may be required, at the discretion of the Forest Supervisor, to employ a night watchman to guard against the escape of fire from logging engines.

Sec. 33. When in the judgment of the Forest Supervisor climatic conditions are such as to make the danger from forest fires excessive, the purchaser will cease logging operations on the sale area after five days' notice from the Forest Supervisor, and suspend such operations until released by further notice; provided, however, that the logging operations will not be so suspended for more than thirty (30) days in any one calendar year.

**Transporta-  
tion of Forest  
Officers on  
Trains**

Sec. 34. Officers of the Forest Service, fire-fighters, and other regular and temporary employees will be transported free of charge over logging roads operated in connection with this sale not common carriers, and will be permitted to ride upon logging trains and engines or to operate speeders when traveling upon official business. Forest officers riding on logging trains, engines, or speeders, shall do so at their own risk, and the owner thereof expressly reserves the right to enter into an agreement with such persons before entering upon said trains or engines, releasing the owner thereof from liability for any injury sustained by them in riding on said trains or engines, arising from any cause whatsover. In emergencies arising from forest fires, special trains will be furnished to officers and employees of the Forest Service.

**Brush  
Disposal**

Sec. 35. Brush will either be lopped and scattered, or piled and burned, or both methods of disposal employed, in accordance with the instructions of the Forest Officer in charge. Where brush is lopped and scattered, it will be spread in such a manner as to lie close to the ground and away from living trees. Where it is piled, the purchaser will furnish a sufficient number of men yearly, free of charge, for a sufficient period, as determined by the Forest Officer in charge, to burn all brush, which is to be so disposed of, at such times as the Forest Officer in charge shall specify, and under his direction and control; provided, that the purchaser shall not be held responsible for damage resulting from fires started to dispose of brush under the supervision of the Forest Officer when all precautions required by him are taken.

**MISCELLANEOUS.**

**Inspection  
of Books**

Sec. 36. All the books pertaining to our logging operations and milling business will be open to inspection at any time by a Forest Officer authorized by the District Forester to make such inspection, with the understanding that the information so obtained will be confidential.

**Sale of Other  
Products  
Than  
Sawtimber**

Sec. 37. The United States reserves the right to sell other products than sawtimber from the sale area during the life of this agreement; provided, that the removal of such material shall not, in the judgment of the Forest Officer, interfere with the operations of the purchaser.

**Definition  
of  
"Forest  
Officer"**

Sec. 38. The term "Forest Officer" or "Officer in Charge," wherever used in this agreement, signifies the officer of the Forest Service who will be designated by the Forest Supervisor, or by the District Forester, to supervise timber operations in this sale.

**Complaints  
by  
Purchaser**

Sec. 39. Complaints by the purchaser, arising from any action taken by a Forest Officer under the terms of this contract, will not be considered unless made in writing to the Forest Supervisor having jurisdiction, within sixty (60) days of the alleged unsatisfactory action. The decision of the Secretary of Agriculture will be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of the timber covered by this agreement.

**Suspension  
of  
Operations**

Sec. 40. All operations on the sale area, including the removal of sealed timber, may be suspended by the Forest Officer in charge, in writing, if the conditions and requirements contained in this agreement are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, will be sufficient cause for the termination of this agreement; **Provided**, That the Forester may, upon reconsideration of the conditions existing at the date of sale, and in accordance with which the terms of this agreement were fixed, and with the consent of the purchaser, terminate this agreement, but in the event of such termination the purchaser shall be liable for any damages sustained by the United States arising from the purchaser's operations hereunder.

**Act of March  
4, 1909**

Sec. 41. No member of, or delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, will be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained will be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company. (Section 3741, Revised Statutes, and Sections 114-116, Act of March 4, 1909.)

**Contract  
Non-  
Assignable**

Sec. 42. This agreement will not be assigned in whole or in part.

**Authority to  
Modify  
Contract**

Sec. 43. The conditions of the sale are completely set forth in this agreement, and none of its terms can be varied or modified except in writing by the Forest Officer, approving this agreement, or his successor or superior officer, and in accordance with the regulations of the Secretary of Agriculture. No other Forest Officer has been or will be given authority for this purpose.

**Bond**

Sec. 44. And as a further guarantee of a faithful performance of the conditions of this agreement, we deliver herewith a bond in the sum of Fifty Thousand Dollars (\$50,000) to cover the period prior to January 1, 1920, and do further promise and agree to deliver to the District Forester at least ten days before January 1, 1920, the date the bond delivered with the agreement of sale is to expire, and likewise at least 10 days before the date of expiration of any other bond hereafter delivered in connection with this sale, a new bond in such sum and under such conditions as the Forester shall require.

Signed in duplicate this.....day of....., 1915.

.....  
.....  
.....  
(Corporate Seal)

Witnesses:

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.....  
Approved at Washington, D. C., under the above conditions....., 1915.

.....  
.....  
.....  
Forester.







